

A.G. Contract No.: KR04-1603TRN
ECS File No.: JPA 04-114
Section: Casa Grande City Limits
Project: Electrical Maintenance
TRACS No.: n/a
Budget Source Item No.: n/a

**MASTER MAINTENANCE
FOR ELECTRICAL FACILITIES**

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF CASA GRANDE

THIS AGREEMENT is entered into 30 December, 2004, pursuant to Arizona Revised Statutes § 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF CASA GRANDE, acting by and through its MAYOR and CITY COUNCIL (the "City").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated the undersigned the authority to execute this Agreement on behalf of the State

2. The Town is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the Town.

3. The design and construction of the State Highway System within the Town has created the need to assign maintenance responsibilities between the State and the Town for electrical facilities, located at the intersections of Town streets and the State Highway System. Electrical facilities include traffic signals, lighting and associated equipment. The maintenance identified in this Agreement account for design standards that were used to install the facilities. Maintenance activities include the timing, operation and maintenance of traffic signals, operation and maintenance activities of highway lighting. Locations include the intersections of State Route (SR) 287; SR 84 and SR 387, as shown on Exhibit "A", attached hereto and made a part hereof.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

NO. 27286
Filed with the Secretary of State
Date Filed: 12/30/04

Janice K. Brewer
Secretary of State

By: Dicky D. Greenwald

II. DEFINITIONS

1. "Electrical Facilities" – means Traffic Signals and Highway Lighting.
2. "Intersection" – means an area shared by two or more roads, whose main function is to provide for the change of route directions. In this Agreement one of the two roads is a State or Interstate Highway, and the other road is a local crossroad.
3. "Crossroads" – means existing or new local streets or arterials, which cross the State Highway.
4. "Locations" – means the intersections of SR 287, SR 387 and SR 84 with Town streets.
5. "Frontage Road" – means roadways generally parallel to the State highway mainline, which provides access to severed property and/or collect and distribute traffic between local streets and highway interchanges.
6. "Intersection" – means an area shared by two or more roads, whose main function is to provide for the change of route directions. In this Agreement one of the two roads is a State highway, and the other road is a local crossroad.
7. "Street and Sign Lighting" – means luminaries, poles, support structures, wiring and other associated equipment used to illuminate cross streets, pedestrian facilities and signs.
8. "Traffic Signal Systems" – means signal heads, controllers, vehicle detectors, cabinets, poles and support structures, wiring and other associated equipment used to automatically control traffic at an intersection.
9. "Emergency Pre-emptive" means transponders and controlling devices as required to manipulate the signal indication to green or go for mainline or state route by remote control operated by authorized personnel in emergency vehicles while responding to an emergency call.

III. SCOPE OF WORK

1. The State will:
 - a. Provide blue stake services for the electrical facilities and associated equipment governed by this Agreement.
 - b. Provide maintenance and operation, for all electrical facilities shown on Exhibit A, except electric service, and emergency vehicle pre-emption equipment.
2. The City will:
 - a. Be responsible for all electrical energy costs to operate the electrical facilities and associated electrical equipment at the locations identified in Exhibit A.
 - b. Provide payments for installation and provide maintenance for City's emergency vehicle pre-emption equipment.
 - c. Provide payments for all electrical service costs for all electrical facilities shown on Exhibit A.
3. It is understood and agreed by both Party's that:

a. Any future installations at new intersections, or significant additions to existing intersections or betterment of electrical facilities and/or associated equipment governed by this Agreement, upon agreement of both Party's, will be executed by a Amendment to this Agreement, as they occur.

b. Any new installations shall be based on a traffic engineering study conducted by, or concurred with by, the State.

IV. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect for successive periods of five (5) years from the effective date and may be amended (by Addendum), upon mutual consent of both party's. This Agreement shall be reviewed and all reviews shall be completed, prior to automatic renewal, within 60 days prior to the end of the 5th year anniversary date.

2. This Agreement shall become effective upon filing with the Secretary of State.

3. This Agreement may be cancelled by the State in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The party's to this Agreement shall comply with Executive Order Number 99-4 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

6. Non-Availability of Funds: Every payment obligation of the State under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

7. In the event of any controversy, which may arise out of this Agreement, the party's hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

8. All notices or demands upon any party to this Agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue – Mail Drop 616E
Phoenix, AZ 85007
FAX (602) 712-7424

City of Casa Grande
Attn: Public Works Director
510 E. Florence Blvd
Casa Grande, AZ 85222

For Traffic Signals and Lighting Maintenance and
Operations Issues:
Arizona Department of Transportation
Regional Traffic Signal Supervisor
Attn: Paul Sykes
1444 W. Grant Road
Tucson, AZ 85745
FAX: 520-838-2817

For Traffic Timing Issues:
Arizona Department of Transportation
Traffic Operation Section
2014 South 22nd Avenue
Phoenix, AZ 85009
FAX: (602) 712 3305

9. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the party's are authorized under the laws of this state to enter into this Agreement and that the Agreement is in proper form.

V. EXHIBITS


- a. Location of Facilities

IN WITNESS WHEREOF, the party's have executed this Agreement the day and year first above written.

CITY OF CASA GRANDE

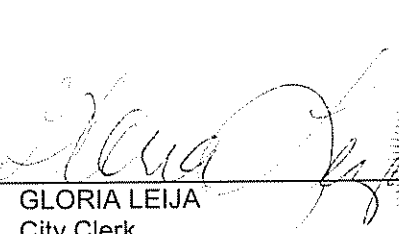
STATE OF ARIZONA

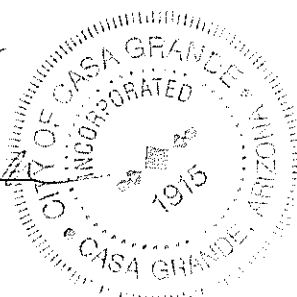
Department of Transportation

By 
CHARLES T. WALTON, SR.
Mayor

By 
DOUGLAS A. FORSTIE, P.E.
Deputy State Engineer, Operations

ATTEST:

By 
GLORIA LEIJA
City Clerk



G:04-114-Casa Grande-Master Maint-Draft-27Oct2004-slc

APPROVED AS TO FORM:

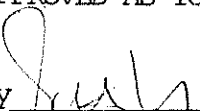
By 
Scott McCoy
City Attorney

EXHIBIT A

(Casa Grande - Master Service Agreement)


Location of Facilities

<u>Location</u>	<u>Mile Post (MP)</u>
1. SR 287 @ Arizola Avenue	MP 114.24
2. SR 287 @ Marshall Street	MP 112.09
3. SR 287 @ Cameron Avenue	MP 112.28
4. SR 287 @ Trekell Road	MP 112.72
5. SR 287 @ Peart Road	MP 113.77
6. SR 287 @ Hennes Road	MP 114.74
7. SR 287 @ Pueblo Drive	MP 113.0
8. SR 287 @ Walmart Dr.	MP 114.29
9. SR 287 @ Colorado Street	MP 113.28
10. SR 84 @ Junction SR 287/SR387	MP 178.0
11. SR 84 @ Sacaton Street	Abandoned
12. SR 84 @ Florence Street	Abandoned
13. SR 84 @ Thorton Road	MP 176.95
14. SR 84 @ Tanger Mall	Abandoned
15. SR 387 @ Cottonwood Lane	MP 1.0
16. SR 387 @ McMurray Blvd	MP 0.5
17. SR 387 @ Kortsen	MP 2.04
18. SR 387 @ Rodeo	MP 3.03
19. SR 387 @ Val Vista	Mp 6.00

APPROVAL OF THE CITY OF CASA GRANDE

I have reviewed the above referenced proposed intergovernmental Agreement, between the DEPARTMENT OF TRANSPORTATION, TRANSPORTATION PLANNING DIVISION, and CITY OF CASA GRANDE and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona. No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this 9th day of December, 2004.



City Attorney

RESOLUTION NO. 3528

A RESOLUTION OF THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF CASA GRANDE AND THE STATE OF ARIZONA DEPARTMENT OF TRANSPORTATION TO PROVIDE THE MASTER MAINTENANCE OF ELECTRICAL FACILITIES; AND AUTHORIZING EXECUTION OF THE AGREEMENT.

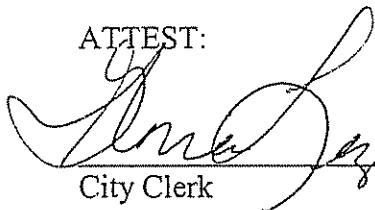
WHEREAS, the State of Arizona through its Department of Transportation and the City of Casa Grande have statutory authority to enter into intergovernmental agreements for the purpose of constructing, installing, and/or maintaining public improvements.

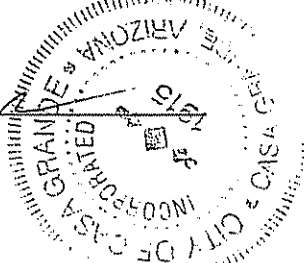
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CASA GRANDE, ARIZONA, as follows:


1. Entry into an intergovernmental agreement with the State of Arizona Department of Transportation (identified in City records as C.G. Contract No. 1204-1) to provide the master maintenance of electrical facilities.
2. Execution of the above-referenced document by the Mayor on behalf of the City.

PASSED AND ADOPTED by the Mayor and Council of the City of Casa Grande, Arizona, this 6th day of December, 2004.

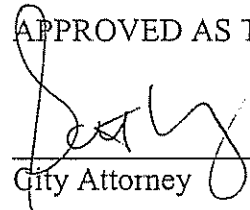
ATTEST:


City Clerk




Mayor

APPROVED AS TO FORM:


City Attorney



OFFICE OF THE ATTORNEY GENERAL
STATE OF ARIZONA

TERRY GODDARD
ATTORNEY GENERAL

CIVIL DIVISION
TRANSPORTATION SECTION
WRITER'S DIRECT LINE: 602.542.8855

INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A.G. Contract No. KR04-1603TRN (**JPA 04-114**), an Agreement [Master Maintenance for Electrical Facilities] between public agencies, i. e., The State of Arizona and The City of Casa Grande, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the Undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining Parties, other than the State or its agencies, to enter into said Agreement.

DATED: December 22, 2004

TERRY GODDARD
Attorney General

A handwritten signature in cursive script that reads "Susan Davis". The signature is written in dark ink and is positioned above the printed name and title.

SUSAN E. DAVIS
Assistant Attorney General
Transportation Section